



State of Arizona

Department of Education

Request For Proposal

Cover Page

Solicitation Number: **ED04-0058**

Solicitation Due Date / Time: **May 21, 2004**

Submittal Location: **Arizona Department of Education
Procurement Section/4th Floor
1535 West Jefferson Street, Bin #50
Phoenix, Arizona 85007**

Description of Procurement: **Child Nutrition Program Web Modification**

A Pre-Offer Conference will be held in conjunction with this procurement, Thursday, May 6, 2004, at 2005 N Central, 1st Floor, Training Room A-B, Phoenix, AZ, at 10:00 AM.

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

A handwritten signature in cursive script that reads "Valarie Dowers".

Valarie Dowers
Procurement Officer

(602) 542-4252
Telephone Number

April 20, 2004
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person Date of Offer

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s):
*(Offeror acknowledges receipt of amend-
ment(s) to the Solicitation for Offers and
related documents numbered and dated*

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

CFDA No. _____

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number **ED04-0058**_____.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____

Douglas C. Peeples, CPPB, CPCM
Procurement Officer

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Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

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SECTION 1

UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

1. **Definition of Terms Used in These Instructions.** As used in these instructions, the following terms have the following meaning:
 - A. "Attachments" means all items required of the Offeror as a part of the offer.
 - B. "Days" means calendar days unless otherwise specified.
 - C. "Exhibits" means items attached to the Solicitation.
 - D. "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - E. "Offer" means bid, proposal or quotation.
 - F. "Offeror" means a vendor who responds to a solicitation as defined in Paragraph 1.H.
 - G. "Procurement Officer" means the person duly authorized to enter into and administer contracts and make written determinations with respect to the contract or his or her designee.
 - H. "Solicitation" means an invitation for bids ("IFB"), a request for proposals ("RFP") or a request for quotations ("RFQ").
 - I. "Subcontract" means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party for the performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.
 - J. "State" means the State of Arizona and Department or Agency of the State that executes the Contract.
2. Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at (<http://sporas.ad.state.az.us>) or by manually calling either, the State Procurement Office at (602) 542-5511 or the Arizona Department of Education at (602) 542-6537. ***It is the Offeror's responsibility to obtain the current revision of these documents.***

SECTION 2

SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

1. **Definition of Terms Used in these Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer:
 - A. Offer and Contract Award Form;
 - B. Section 6, Contract Administration;
 - C. Attachment 7.1, Prices;
 - D. Attachment 7.2, Offeror’s References;
 - E. Attachment 7.3, Offeror’s Organization;
 - F. Attachment 7.4, Offeror’s Personnel Qualifications;
 - G. Attachment 7.5, Offeror’s Financial Disclosure;
 - H. Attachment 7.6, Sole Proprietor Certificate (if necessary);
 - I. Attachment 7.7, Offeror’s Checklist; and
 - J. Solicitation Amendments (if any).
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Award of Contract.** Award of a contract will be made to the most responsive and responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State based on the evaluation criteria set forth in the Solicitation.

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5. Offer Format and Content.

- A. **One clearly marked original and three (3) copies** of offer(s) shall be submitted. Subcategories of information in each of the volumes should be highlighted for ease of evaluating the information contained therein. If the Offeror finds it necessary to take exception(s) to any of the requirements specified in this Solicitation, clearly indicate each such exception in the proposal along with a complete explanation of why the exception was taken and what benefit accrues to the State thereby. All substantive exceptions and supporting rationale shall be identified as such and consolidated into one section of the Offer.
- B. To facilitate evaluation, the Offer must be specific, and complete to clearly and fully demonstrate the Offeror has a thorough understanding of the requirement, can provide detailed information and relate experience concerning previous performance of similar services. Statements that the Offeror understands, can or will comply with the Scope of Work, statements paraphrasing the Scope of Work or parts thereof, and phrases such as “*standard procedures will be employed*” or “*well-known techniques will be used*”, etc., will be considered unacceptable. Offerors should note that data previously submitted shall not be relied upon nor incorporated in the Offer by reference.
- C. Binding and Labeling. Each copy of the Offer shall be presented in three ring binders with the cover indicating the Solicitation number, the Offeror’s name and address and copy number (i.e. Copy 2 of 4).
- D. Indexing. The sections of each copy of the Offer shall be indexed to indicate the applicable parts and elements. Each section shall contain a table of contents, including interfacing remarks and the page references to other parts and to specific Scope of Work paragraphs. Orderliness of the Offer, readability and similar factors should be considered in offer preparation.
- E. Format. The mandatory information to be placed in each copy of the Offer is listed below. Each copy shall furnish sections for information discussed in the Scope of Work. **Lack of these submissions may cause the Offer to be declared unacceptable.**
- (1) Section One of the Offer shall be titled **Executive Summary**. This Section shall include a signed copy of the Offer and Award Form and completed Attachments 7.1, 7.3, 7.5, 7.6 (if applicable) and 7.7 (if applicable).
 - (2) Section Two of the Offer shall be titled **Method of Approach and Implementation Plan** and shall provide a narrative on the methodology to be used to accomplish Scope of Work responsibilities to the extent possible for evaluation purposes. The language of the narrative should be straightforward and limited to facts, solutions to problems and proposed plans of action. This Section shall specifically address:
 - (a) The methodology the offeror propose to use to work with ADE to obtain the requirements for this project; and
 - (b) The approach the offeror will take to develop and write the requirements definition document/plan and system specification.
 - (3) Section Three of the Offer shall be titled **Offeror’s Experience, Expertise and Reliability** and shall provide information which reflects the Offeror's experience and reliability, including personnel, to accomplish Scope of Work responsibilities. This Section shall specifically address or include:

SECTION 2

SPECIAL INSTRUCTIONS TO OFFERORS

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- (a) At least three (3) verifiable professional references must be provided regarding services provided by the Offeror similar to those required under this Solicitation. This information should be provided on Attachment 7.2.
- (b) Personnel qualifications, Attachment 7.4
- (c) offeror's experience and qualifications providing similar services; and
- (d) Offeror's experience and qualifications with child nutrition program project design;

6. Evaluation and Selection. Evaluation of offers may be accomplished in four steps.

- A. Step One. Initial review of offer to determine basic responsiveness to the Solicitation, where offers will be reviewed to insure they include all required information.
- B. Step Two. Evaluation of offer to assess the Offeror's capability to deliver the required services in accordance with the terms and conditions set forth in the Solicitation and requirements of the Scope of Work.
- C. Step Three. (Optional) Discussions with Offerors concerning their offers. This step includes requests for Best and Final Offers from Offerors still considered susceptible of winning contract award(s).
- D. Step Four. Contract award(s) made to the responsive and responsible Offeror(s) whose offer(s) is determined to be the most advantageous to the State, based on the following criteria (in bold print below), which are listed in descending order of importance.

(1) **Offeror's Experience, Expertise and Reliability;**

Overview that indicates an understanding of the requirements of the Statement of Work.

(2) **Price; and**

(3) **Method of Approach and Implementation Plan.**

Overview that indicates an understanding of the requirements of the Scope of Work.

7. Discussions. In accordance with A.R.S. §41-2534, after the initial receipt of offers, ADE reserves the option to conduct discussions with those Offerors who submit offers determined by the State to be reasonably susceptible of being selected for award.

8. Best and Final Offers.

- A. In the event the Procurement Officer determines discussions are required, discussions on the areas, items, and factors specified in this Solicitation will be held with all Offerors determined to be in the competitive range.
- B. Offerors should be aware that a complete understanding as to pricing, technical, and all other terms and conditions of the proposed contract must exist between the Offeror and ADE at the conclusion of negotiations. Any technical revisions or non-concurrence to negotiated contract terms and conditions submitted in the best and final offer shall not be subject to further discussion or negotiation, and may render the Offer unacceptable to the State.

<p style="text-align: center;">SECTION 2 SPECIAL INSTRUCTIONS TO OFFERORS</p>
<p style="text-align: center;">ARIZONA DEPARTMENT OF EDUCATION Procurement Section 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007</p> <p style="text-align: center;">SOLICITATION NO. ED04-0058</p>

- C. Discussions will be concluded when a mutual understanding has been reached with each Offeror remaining in the competitive range. This mutual understanding will become the basis for the Offeror's best and final offer.
 - D. The Offeror must propose the same plan(s), including all terms and conditions, as mutually agreed upon at the time negotiations are concluded. The Offeror may only change quantitative pricing data. Any other change or revision from the previously negotiated understanding may render an Offer unacceptable for an award. The Best and Final Offer must be returned, signed and dated by the Offeror within the time and date specified to be eligible for award.
 - E. This provision is not intended to restrict the Offeror's opportunity to revise figures (e.g. prices, discounts, percentage rates, etc.). Rather, it is intended to preclude any misunderstanding by ADE which could result if new or revised terms and conditions are submitted in the best and final offer that have not been fully disclosed, discussed, and understood during negotiations. Therefore, such new or revised terms and conditions are not solicited and, if submitted in the best and final offer, may render the offer unacceptable to ADE.
9. **Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 8.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

1. **Definition of Terms Used in These Uniform Terms and Conditions.** As used in this Solicitation, and any resulting Contract, the terms listed below are defined as follows:
 - A. *"Attachments"* means all items required of the Offeror as part of the offer.
 - B. *"Contract"* means the combination of Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and Specifications and Scope of Work, the offer and any best and final offers, and any amendments to the Solicitation or the Contract; and any terms implied by law.
 - C. *"Contractor"* means any person who has a Contract with a state government unit.
 - D. *"Days"* means calendar days unless otherwise specified.
 - E. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - F. *"Offer"* means bid, proposal or quotation.
 - G. *"Offeror"* means a vendor who responds to any type of solicitation.
 - H. *"Procurement Officer"* means the person duly authorized to enter into and administer contracts and make written determinations with respect to the Contract or their designee.
 - I. *"Solicitation"* means an invitation for bids (IFB), a request for proposals (RFP), or a request for quotation (RFQ).
 - J. *"Subcontract"* means any contract, express or implied, between the Contractor and another party or between a subcontractor and another party for performance of any work, for the making or furnishing of any material or any service required for the performance of the Contract.
 - K. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
2. Version 7 of the State of Arizona's Uniform Terms and Conditions is hereby incorporated by reference. These documents may be accessed through the State Procurement Office by accessing the Internet at (<http://sporas.ad.state.az.us>) or by manually calling either, the State Procurement Office at (602) 542-5511 or the Arizona Department of Education at (602) 542-6537. ***It is the Offeror's responsibility to obtain the current revision of these documents.***

SECTION 4 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

1. **Definition of Terms Used in these Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:
 - A. “*ADE*” means the Arizona Department of Education.
 - B. “*Department*” means the Arizona Department of Education.
2. **Changes.**
 - A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Description of services to be performed;
 - (2) Time of performance (i.e., hours of the day, days of the week, etc.); and
 - (3) Place of performance of the services.
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the State in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
 - B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
 - C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
 - D. If the Contractor’s proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
 - E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.
3. **Indemnification.** Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as “Indemnatee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or

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alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. **Insurance.** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability - Occurrence Form
Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000
Products - Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability - Written and Oral	\$1,000,000
Fire Legal Liability	\$ 50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***"The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor"***.
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. Worker's Compensation and Employers' Liability

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Workers' Compensation Statutory	
Employers' Liability	
Each Accident	\$ 500,000
Disease - Each Employee	\$ 500,000
Disease - Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH Contractor or subcontractor exempt under A.R.S. § 23-901, AND when such Contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to (see Contract Administration, paragraph 4, page 15) and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to (Valarie Dowers, 1535 W Jefferson, Phoenix, AZ 85007). The State of Arizona project/ contract number and project description shall be noted

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on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

- F. SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified above.
- G. APPROVAL:** Any modification or variation from the insurance requirements in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
- 4. Contract Term.** The term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through the end of the project, unless terminated, canceled, or extended as otherwise provided herein.
- 5. Pricing.** All pricing shall be firm, fixed and be inclusive of all labor, equipment, materials, products, freight (FOB Destination), consumable supplies, insurance, and all other costs incidental to the services provided.
- 6. Contractor's Obligation Regarding Confidentiality.**
- A. Due to the sensitive nature of the information maintained by ADE, the Contractor acknowledges that all information disclosed to it concerning ADE's operations during performance of this Contract shall not be disclosed to third parties without the ADE's prior written consent.
- B. All proprietary information and all copies thereof shall be returned to ADE upon completion of the work for which it was obtained or developed.
- 7. Supervision of Work.**
- A. The Contractor's employees may be supervised by ADE. The Contractor's employees shall observe the rules and regulations which ADE employees are required to observe, including, but not limited to, code of dress, attendance, holidays, parking, standard of behavior, etc.
- B. Work performance of Contractor's personnel will be monitored by ADE. Those who fail to satisfactorily perform or who exhibit excessive absenteeism, may be required to be replaced pursuant to, Removal of Contractor's Employees.
- C. All work shall be performed on ADE's property, however, with prior written approval, ADE may allow certain work to be performed off-site.
- 8. Removal of Contractor Personnel.** The Contractor agrees to utilize only experienced, responsible and capable employees in the performance of the work. ADE may require that the Contractor remove from the job, by this

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Contract, employees who endanger person or property or whose continued employment under this Contract is, in the opinion of ADE, not justified due to unacceptable performance of duties, or is inconsistent with the interests of ADE.

9. **Acceptance of Services.** Determination of the acceptability of work will be made by ADE. Work shall be completed in a responsible and professional manner and in accordance with the Statement of Work, schedules, test plans, or performance/operating standards which are incorporated in each work assignment.
10. **Ownership.** All deliverables and/or other products of this Contract (including, but not limited to, all software documentation, reports, records, summaries and other matter and materials prepared or developed by the Contractor in performance of this Contract) shall be the sole, absolute and exclusive property of ADE, free from any claim or retention of rights thereto on the part of the Contractor, its agents, subcontractors, officers, or employees, with the exception of third party proprietary software packages which may be procured under this or separate agreement.
11. **Working Arrangements.** ADE agrees to provide working space, computer machine time and materials which may reasonably be required to perform services described herein. However, ADE may choose to utilize Contractor-provided facilities, equipment, software, etc.
12. **Cooperation with Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
13. **Non-exclusive Status.** ADE reserves the right to have the same or similar services provided by other than the Contractor.
14. **Warranty of Services.**
 - A. The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. ADE's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.
 - B. In addition to its other remedies, ADE may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.
15. **Report Standards.** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

SECTION 5

SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

Scope of Work:

The Division of Student Services is seeking a consultant for the Child Nutrition Program Web Modification of the Food Distribution Program (CNP2000). To effectively complete the modification project, the contractor should have a thorough understanding of the Food Distribution software program. ADE requires that a requirements document be written by contractor for the following seven enhancements to the web based Food Distribution Program. The scope of work for this project has been broken down for each of the modules that the Student Services Division has requested changes. The software program to be modified is the Web-based CNP2000 here in after know:

Order of Priority

1. Interface with Arizona's CNPweb system at the database level and develop the following:
 - Batch process for updating Food Service Director information from CNPweb to CNP2000. This will be an on demand process that can be initiated at any time at the Administrative level. A review of the changes that will take affect will be displayed on screen before posting.
2. Interface with Arizona's CNPweb system at the database level and develop the following:
 - Batch process for updating Lunches Served information from CNPweb to CNP2000. This will be an on demand process that can be initiated at any time at the Administrative level. A review of the changes that will take affect will displayed on screen before posting. The calculation has been decided upon as follows; total lunches served divided by the number of serving days over a 12-month period, depending on the program year chosen by the user.
3. Replace the Visual Basic desktop component and make CNP2000 completely Web Enabled. The interface that will be web enabled include:
 - Delivery Locations Maintenance
 - Delivery Location Cross Reference
 - USDA Order Placing Maintenance
 - USDA Order Receiving Maintenance
 - Commodity and End Product Maintenance
 - Commodity Cost Maintenance
 - Contract and Contact Maintenance
 - Delivery Fee Maintenance
 - Warehouse Maintenance
 - Entity Maintenance
 - Ad Hoc Invoicing
 - Allow sponsors ability to update contact and delivery location information until approval
 - Convert all ActiveReports to run via the WEB interface, using Active Server Pages.
4. Interface with USDA ECOS system after sponsor surveys have been completed and the state has received their Round Surveys from USDA. Create orders for upload into ECOS.
5. Integrate CNP2000 with ADE Common Logon. ADE Common Logon will supply unique identifier for user. CNP2000 security will handle menu and page control.
6. Enhance CNP2000 with email broadcast messaging. User should be able to enter any message information needed freehand, and receive confirmation that email has been read where practical. Email message should also include a priority line for the user.

SECTION 5
SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

7. Develop State Reference Manuals.

SECTION 6
CONTRACT ADMINISTRATION

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

1. **Payment.** The Contractor shall be paid the total amount set forth in Attachment 7.1 of the Contract upon verification by the Contracting Officer that the Contractor satisfactorily delivered the goods or services set forth in the Scope of Work or specifications.
2. **Invoices.**
 - A. The Contractor shall submit invoices in an mutually acceptable format (see paragraph 2C, below) for work that has been performed in accordance with the contract terms and conditions and accepted by ADE within thirty (30) working days after providing the services. ADE shall pay the Contractor within thirty (30) working days of receipt of invoices, provided the invoices include the required information and supporting documentation.
 - B. The Contractor shall invoice only for the actual services performed in conjunction with the requirements of the contract. Invoices may be submitted on a monthly or bi-weekly basis.
 - C. Each invoice shall provide the following information, as applicable: contract number, purchase order number and description of services performed.
3. **Mailing of Payments.** Address to which payment should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State) (Zip Code)

4. Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(Telephone & Facsimile Numbers)

(E-Mail Address)

SECTION 6
CONTRACT ADMINISTRATION

ARIZONA DEPARTMENT OF EDUCATION
Procurement Section
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED04-0058

5. The ADE representative to contact for technical matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Mary Szafranski,
Food Distribution Program Director
2005 N. Central Ave, Bin #7
Phoenix, AZ 85006
mszafra@ade.az.gov

6. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Valarie Dowers
Contracts and Purchasing Unit, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 542-
FAX: (602) 542-3359
E-Mail:

ATTACHMENT 7.1

PRICES/DELIVERY SCHEDULE SOLICITATION NO. ED04-0058

Subtotal \$ _____

_____ %* Arizona Sales Tax, State and City* \$ _____

Total Offer \$ _____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____. (Refer to Uniform Instructions To Offerors for discount requirements.)

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 7.2

OFFEROR'S REFERENCES SOLICITATION NO. ED04-0058

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

1. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

2. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

3. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

ATTACHMENT 7.3

OFFEROR'S ORGANIZATION SOLICITATION NO. ED04-0058

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers as unresponsive.

	<u>YES</u>	<u>NO</u>
1. <u>Administrative Agent</u>		
Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? <i>(If YES, provide a description of the relationship in both, legal and functional aspects.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
2. <u>Civil Rights Compliance Data</u>		
Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
3. <u>Prior Felony Conviction(s)</u>		
Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4. <u>Suspension or Exclusion from Federal or State Program(s)</u>		
Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
5. Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? <i>(If NO, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
6. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7. Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
8. Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i>	<input type="checkbox"/>	<input type="checkbox"/>

ATTACHMENT 7.3

OFFEROR'S ORGANIZATION SOLICITATION No. ED04-0058

9. Phoenix area address and telephone number, if different than provided on the Offer and Award Form:

(Street Number)

(City and State)

(Zip Code)

(Telephone Number)

(Fax Number)

10. Provide an overview of your firm that includes organizational structure, number and location of offices and the number of employees at each office location. Also indicate the extent and type of involvement of each office listed. Identify the office location from which a majority of the key personnel will be assigned to any resultant contract.
11. If the Offeror's firm is a division or subsidiary of another firm, indicate below the name and address of the parent firm. Also include a description of the working relationship between the Offeror's firm and the parent firm. Specify what impact, if any, this relationship would have on the Offeror's firm's ability to meet the requirements for services described in this Solicitation.

(Firm's Name)

(Street Number)

(City and State)

(Zip Code)

12. If other than a government agency

A. When was the Offeror's firm formed? _____

B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.

ATTACHMENT 7.4

OFFEROR'S PERSONNEL QUALIFICATIONS SOLICITATION NO. ED04-0058

INSTRUCTIONS:

Complete a separate resume, specifically addressing each of the items listed below, for each person who will be proposed to fill the required positions as listed below. If attachments are used, indicate the item number and heading being referenced as it appears below. Attach to each form, the person's resume, current job description, and position(s) for which the person is proposed.

1. Name of Person.
2. Proposed position for contract service.
3. Position currently held in firm ☐ Owner/Partner
☐ Other _____.
4. Number of years with firm.
5. Number of years of consulting experience within the established labor category.
6. Summarize the experience of the above-named person where applicable to the labor category(s) similar to and appropriate to this solicitation.
7. Describe any related education and training (identify degree(s), certification(s), license(s), and professional affiliation(s).
8. Specify any area(s) of software programming and Child Nutrition Program experience consulting expertise.
9. Based on the area(s) of expertise specified in Paragraph 6, above, identify the primary function(s) of this person in terms of providing the services required by this solicitation.
10. Indicate the percentage of time this person WILL be assigned to work under any contract resulting from this solicitation.

ATTACHMENT 7.5

OFFEROR'S FINANCIAL DISCLOSURE SOLICITATION NO. ED04-0058

INSTRUCTIONS

Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

		<u>YES</u>	<u>NO</u>
1.	Are the Offeror's accounting records maintained in accordance with Generally Accepted Accounting Principles (GAAP)?	<input type="checkbox"/>	<input type="checkbox"/>
2.	Does the Offeror have an accounting manual?	<input type="checkbox"/>	<input type="checkbox"/>
3.	Does the Offeror's firm prepare a public annual financial statement? <i>(If YES, provide a copy of the MOST RECENT annual financial statement with proposal.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
4.	Does the Offeror's firm have interim financial statements prepared? <i>(If YES, specify how often.)</i> _____	<input type="checkbox"/>	<input type="checkbox"/>
5.	Is the Offeror's firm audited by an independent auditor? <i>(If YES, answer A thru D below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
A.	How often are audits conducted? _____		
B.	By whom are they conducted: _____ _____		
C.	Provide a copy of the Offeror's most recent audit report and corresponding financial statements. Include reports of Internal Control and Compliance with Federal/Local regulations, if applicable.		
D.	Does the Offeror's firm have any uncorrected audit exceptions?	<input type="checkbox"/>	<input type="checkbox"/>
6.	Does the Offeror's firm have a formal basis to allocate indirect costs charged to this Contract? <i>(If YES, submit a copy of the allocation plan with proposal.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are there any suits, judgments, tax deficiencies, or claims pending against the Offeror's firm? <i>(If YES, answer A and B below.)</i>	<input type="checkbox"/>	<input type="checkbox"/>
A.	What is the dollar amount? \$ _____		
B.	In which state(s)? _____		
8.	Has the Offeror's firm ever gone through bankruptcy? <input type="checkbox"/>		<input type="checkbox"/>

ATTACHMENT 7.6



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 7.7

OFFEROR'S CHECKLIST SOLICITATION NO. ED04-0058

Instructions: Offerors must submit the items listed below. In the column titled "Offeror's Page #", the Offeror must enter the appropriate page number(s) from its Proposal where the ADE evaluators may find the Offeror's response to that requirement.

Required Item	Solicitation Reference:	Offeror's Proposal Page #:
1. Offer and Award Form Signed	Page 1	
2. Contract Administration	Section 6	
2. Offeror's Prices	Attachment 7.1	
3. Offeror's References	Attachment 7.2	
4. Offeror's Organization	Attachment 7.3	
5. Offeror's Personnel Qualifications	Attachment 7.4	
6. Offeror's Financial Disclosure	Attachment 7.5	
7. Sole Proprietor Certificate Waiver (if necessary)	Attachment 7.6	
10. Offeror's Checklist	Attachment 7.7	



CERTIFICATE OF INSURANCE

CONTRACT NO.

VENDOR:

**ARIZONA DEPARTMENT
OF EDUCATION**
PROCUREMENT SECTION
1535 WEST JEFFERSON, Bin 37
PHOENIX, ARIZONA 85007
(602) 542-6537

Prior to commencing services under this Contract, the Contractor must furnish the State, certification from insurer(s) for coverages in the minimum amounts as stated below. The coverages shall be maintained in full force and effect during the term of this Contract and shall not serve to limit any liabilities or any other Contractor obligations.

Name and Address of Insurance Agency::	Company Letter	Companies Affording Coverage:
	A	
	B	
Name and Address of Insured:	C	
	D	

LIMITS OF LIABILITY MINIMUM - EACH OCCURRENCE		COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	DATE POLICY EXPIRES
Bodily Injury Per Person	\$1,000,000.00		Comprehensive General Liability Form		
Each Occurrence	\$2,000,000.00		Premises Operations		
Property Damage	\$1,000,000.00		Contractual		
OR			Independent Contractors		
Bodily Injury and	\$1,000,000.00		Products/Completed Operations Hazard		
Property Damage Combined			Personal Injury		
Same as Above			Broad Form Property Damage		
Necessary if underlying is not above minimum			Explosion & Collapse (If Applicable)		
Statutory Limits			Underground Hazard (If Applicable)		
			Comprehensive Auto Liability Including Non-Owned (If Applicable)		
			Umbrella Liability		
			Workmen's Compensation and Employer's Liability		
			Other		

State of Arizona and the Department named above are added as additional insureds as required by statute, contract, purchase order, or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. This Certificate is not valid unless countersigned by an authorized representative of the insurance company.

Name and Address of Certificate Holder:	Date Issued: _____ _____ Authorized Representative
--	--